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NORTHERN DISTRICT OF CALIFORNIA

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SEMICONDUCTOR COMPONENTS INDUSTRIES, L.L.C.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

MEJ

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SEMICONDUCTOR COMPONENTS  
INDUSTRIES, L.L.C.,

Plaintiff,

v.

I2A TECHNOLOGIES, INC., and  
VICTOR BATINOVICH,

Defendants.

Case No.

**COMPLAINT FOR:**

**(1) CONVERSION;**

**(2) INTENTIONAL INTERFERENCE  
WITH CONTRACTUAL  
RELATIONSHIPS; AND**

**(3) UNJUST ENRICHMENT**

**Jury Trial Demanded**

For its Complaint, Plaintiff Semiconductor Components Industries, L.L.C.

("Semiconductor Components") (collectively "Plaintiff") allege as follows:

1 **I. INTRODUCTION**

2 1. This is an action for Conversion, Intentional Interference with Contractual  
3 Relations, and Unjust Enrichment redressing the theft of Plaintiff's property by Defendants I2A  
4 Technologies, Inc. ("I2A") and Victor Batinovich (collectively, "Defendants").

5 2. Plaintiff brings this action to recover its money that was misappropriated by I2A  
6 and Victor Batinovich and seek recovery for all damages suffered as a result of Defendants'  
7 unlawful actions.

8 **II. THE PARTIES**

9 3. Semiconductor Components is a Delaware limited liability company having its  
10 principal place of business at 5005 East McDowell Rd., Phoenix, AZ 85008. Semiconductor  
11 Components is the principal domestic operating subsidiary of ON Semiconductor, and does  
12 business under the name of ON Semiconductor.

13 4. I2A is a corporation incorporated in and existing under the laws of the State of  
14 California, with its principal place of business at 3399 West Warren Avenue, Fremont, CA  
15 94538. I2A is in the business of manufacturing semiconductors and related devices and  
16 performing engineering services. I2A is a vendor to ON Semiconductor and has an ongoing  
17 business relationship with ON Semiconductor.

18 5. Victor Batinovich is a resident of the state of California, residing at 3085 Paseo  
19 Vista Avenue, San Martin, CA 95046. On information and belief, Mr. Batinovich is the  
20 President of I2A and personally controls and/or retains monies received into I2A.

21 **III. JURISDICTION**

22 6. Because diversity of citizenship exists and because the amount in controversy for  
23 Plaintiff exceeds seventy-five thousand dollars (\$75,000), pursuant to 28 U.S.C. §§ 1332(a), this  
24 Court has original jurisdiction over the action.

25 7. This Court has personal jurisdiction over all of the parties as they all conduct  
26 business in the State of California, and Mr. Batinovich personally resides in the State of  
27 California.  
28

1 **IV. VENUE**

2 8. Venue in this district is appropriate, pursuant to 28 U.S.C. § 1391, because a  
3 substantial part of the events giving rise to this suit occurred in this district, a substantial part of  
4 the property that is the subject of this action is situated in this district, and the Court has personal  
5 jurisdiction over each of the parties as alleged throughout this Complaint.

6 **V. INTRADISTRICT ASSIGNMENT**

7 9. Assignment is proper in this division under Civil L.R. 3-2(c) and (d), because a  
8 substantial part of the events giving rise to this suit occurred in Alameda County, and a  
9 substantial part of the property that is the subject of this action is situated in Alameda County.

10 **FACTS GIVING RISE TO ALL CLAIMS FOR RELIEF**

11 10. On December 18, 2009, Semiconductor Components mistakenly sent a wire  
12 transfer of \$613,649.46 to I2A's bank account. These funds were not due from Semiconductor  
13 Components to I2A and should have been sent to another Semiconductor Components vendor.  
14 When I2A received the wire transfer from Semiconductor Components, the balance  
15 Semiconductor Components owed to I2A was under \$25,000.

16 11. Semiconductor Components telephoned and sent messages via electronic mail to  
17 I2A on January 6, 2010, and again on January 13, 2010, to explain that the wire transfer was a  
18 mistake and attempted to arrange the return of its money. I2A did not respond.

19 12. On January 29, 2010, after numerous failed attempts to reach I2A, Semiconductor  
20 Components sent a letter by courier and facsimile to Victor Batinovich, President of I2A. The  
21 letter stated that the wire transfer was made in error and that the funds were not intended for I2A.  
22 The letter additionally stated that I2A was not legally entitled to retain the funds, and requested  
23 I2A return the funds to Semiconductor Components. The letter also provided I2A with wiring  
24 instructions to send a return wire transfer to Semiconductor Components.

25 13. On January 31, 2010, Mr. Batinovich sent a message via electronic mail to  
26 Semiconductor Components responding to the letter. He conceded that the money  
27 Semiconductor Components transferred to I2A did not rightfully belong to I2A and promised I2A  
28 would "do what is right."

1 14. Since January 31, 2010, Semiconductor Components repeatedly tried to contact  
2 I2A and Mr. Batinovich to arrange a time and date on which the funds will be returned to  
3 Semiconductor Components.

4 15. On February 8, 2010, a representative of I2A sent a message via electronic mail to  
5 ON Semiconductor indicating that I2A and Mr. Batinovich intend to refund Semiconductor  
6 Components' funds only via small installments to be paid over several months of time.

7 **FIRST CAUSE OF ACTION: CONVERSION**  
8 **(Against all Defendants)**

9 16. Plaintiff incorporate by reference paragraphs 1 – 15 inclusive, as though fully set  
10 forth herein.

11 17. Semiconductor Components owns the property wrongfully transferred to I2A and  
12 Mr. Batinovich that is at issue in this complaint.

13 18. I2A and Mr. Batinovich wrongfully acquired Semiconductor Components'  
14 property and intentionally refused to return Semiconductor Components' property after  
15 Semiconductor Components demanded its return.

16 19. By reason of the above-alleged acts of I2A and Mr. Batinovich, Semiconductor  
17 Components has suffered damage, and will continue to suffer great and irreparable harm and  
18 damage. Semiconductor Components is entitled to recover from I2A and Mr. Batinovich for the  
19 actual damages sustained by Semiconductor Components as a result of their wrongful acts  
20 described in this Complaint.

21 20. Because I2A and Mr. Batinovich acted with oppression, malice, and fraud,  
22 Semiconductor Components also is entitled to an award of punitive damages under California  
23 Civil Code §3294.

24 **SECOND CAUSE OF ACTION: INTENTIONAL INTERFERENCE WITH**  
25 **CONTRACTUAL RELATIONSHIPS**  
26 **(Against All Defendants)**

27 21. Plaintiff incorporate by reference paragraphs 1 – 20 inclusive, as though fully set  
28 forth herein.



22. As set forth above, Semiconductor Components has spent tremendous money, time, and effort in developing and maintaining valid and productive business relationships with suppliers and customers. Semiconductor Components believes that contractual relationships exist between Semiconductor Components and its suppliers and customers. Semiconductor Components is also informed and believes and thereon alleges that Defendants knew of the existence of such relationships.

23. Semiconductor Components is informed and believes and thereon alleges that Defendants' actions have disrupted its contractual relationships with its suppliers and customers, specifically i2 Technologies, the vendor to whom the wire transfer should have been sent. Semiconductor Components has suffered and is suffering damages caused by Defendants' conduct in an amount to be proven at trial.

24. Further, Defendants' intentional, willful, and malicious conduct therein described was done with a conscious disregard of Semiconductor Components' rights, entitling Semiconductor Components to punitive damages pursuant to Civil Code Section 3294.

### **THIRD CAUSE OF ACTION: UNJUST ENRICHMENT**

25. Plaintiff incorporate by reference paragraphs 1 – 24 inclusive, as though fully set forth herein.

26. As a result of the conduct described above, I2A has been and will be unjustly enriched at the expense of Semiconductor Components.

27. I2A benefited from the wire transfer from Semiconductor Components in an amount not yet ascertained.

28. As a direct and proximate result of I2A's actions, Semiconductor Components has suffered and will continue to suffer harm.

29. Semiconductor Components is entitled to recover damages in an amount to be proven at trial.

### **PRAYER FOR RELIEF**

**WHEREFORE**, as a result of the foregoing, Semiconductor Components prays for relief as follows:

The Plaintiff hereby demands a trial by jury of all issues so triable.

Respectfully submitted,

**PERKINS COIE LLP**

By Euphemia N. Thomopulos

Attorneys for Plaintiff  
SEMICONDUCTOR COMPONENTS  
INDUSTRIES, L.L.C.

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